

This Agreement made on the 30 day of JUNE 1960

between BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly organized and existing under the laws of the Commonwealth of Massachusetts, which, together with any successor public authority designated by, or pursuant to, law, is herein called "the Authority", and JULIAN COHEN doing business under the firm name and style of Leatherbee & Co. with offices in the Town of Brookline, Commonwealth of Massachusetts, herein called "the Redeveloper",

WITNESSETH THAT:

WHEREAS, in furtherance of the objectives of Chapter 121 of the General Laws of said Commonwealth the Authority proposes to undertake a program for the clearance of premises in the Roxbury section of Boston, Suffolk County, Massachusetts, bounded generally by Huntington Avenue, Longwood Avenue, St. Alphonsus Streets, Tremont Street and Worthington Street, which premises are herein called "the Project Area"; and

WHEREAS, the Authority has approved a plan herein called "the Redevelopment Plan" providing for the clearance and redevelopment of the Project area and the future uses of the land comprising it, duplicate copies of which plan have been marked "Schedule A" and initialled and exchanged by the parties; and

WHEREAS, the Authority believes that the redevelopment of the Project Area pursuant to the Redevelopment Plan and the fulfillment generally of this Agreement and the intention set forth herein are in the best interests of the City of Boston, herein called "the City", and the health, safety, morals, and welfare of its residents in accordance with the public purposes and provisions of applicable laws; and

WHEREAS, the Authority, on the basis of the foregoing and the undertakings of the Redeveloper pursuant to this Agreement, is willing to lease a portion of the Project Area in accordance with the provisions of the Redevelopment Plan and this Agreement,

NOW THEREFORE, each of the parties hereto, for and in consideration of the agreement of the other party hereto, hereby covenants and agrees that:

ARTICLE 1

Subject to all the terms, covenants and conditions of this agreement, the Authority will lease to a Massachusetts corporation to be organized by the Redeveloper as hereinafter set forth under the provisions of Chapter 121A of the Massachusetts General Laws, herein called "the 121A Corporation", a portion of the Project Area. Said lease, herein called "the Lease", shall be in the form attached hereto marked "Schedule B" and the portion of the Project Area to be leased hereunder is described in Schedule C attached hereto. Prior to the delivery of the lease, the Authority shall deliver to the Redeveloper an accurate physical engineering survey of the premises described in said Schedule C certified to by competent professional engineers together with a metes and bounds description based upon such survey and which shall be attached to said lease as Schedule A thereof. The amount to be filled in in the blank on Page 2 of the lease shall be determined by the Federal Housing Administration and shall be filled in prior to the delivery of the lease. Duplicate counterparts of the lease shall be executed and delivered within ten (10) days after the Authority has given written notice to the Redeveloper under Article 3 hereof when it has accomplished the taking and the clearance and preparation of the premises described in Schedule C.

Said lease shall demise a good and clear record and marketable title to the leasehold estate thereunder for the full term described in said lease free and clear of all encumbrances and restrictions. The Authority shall at the time of the execution of the lease deliver to the Redeveloper a duplicate copy of the title certification prepared by its examiner.

ARTICLE 2

Formation of 121A Corporation and obtaining of Financing Commitments

The Redeveloper shall exercise due diligence to:

(a) Organize and obtain a charter for the 121A Corporation;

(b) Obtain

(1) from a bank or insurance company a commitment or commitments to lend to the Redeveloper or its nominee a sum sufficient to finance the cost to the Redeveloper of the construction of improvements on the premises described in Schedule C in accordance with the provisions of Article 4 hereof ;

(2) from the Federal Housing Administration a commitment to insure such financing under the provisions of Section 220 of the National Housing Act of 1954; and

(3) from the Federal National Mortgage Association a commitment to purchase the note evidencing such financing and the mortgage of the leasehold interest under said Lease securing such note.

Promptly after a charter for the 121A Corporation has been issued and such commitments have been obtained, the Redeveloper will give written notice of such fact to the Authority. If on or before February 15, 1961

(a) such charter has not been obtained, or

(b) such commitments have not been obtained, or

(c) the Authority has not received possession of the necessary funds for financial aid from the City of Boston in order for the Authority to carry out the Redevelopment Plan and in order for it to perform its obligations under this agreement and deliver the Lease herein referred to;

then either party may at any time while said charter or financial commitments have not been obtained, or the necessary funds for financial aid have not been received by the Authority, or the Redeveloper has not obtained the approval of the State Housing Board of its 121A Corporation, elect to cancel this agreement by giving written notice of such election to the other party, and in such event, unless within thirty (30) days after the giving of such notice said charter of said financial commitments or the funds of such financial aid have been received by the Authority or the approval has been procured of the 121A Corporation by the State Housing Board, this agreement shall be considered void and without recourse to either party and the security deposit referred to in Article 6 hereof shall be returned to the Redeveloper; Provided however, that if the Redeveloper shall have failed to exercise reasonable efforts and use due diligence to obtain the 121A Charter and necessary financial and mortgage commitments said security deposit shall be retained by the Authority as full and complete liquidated damages as provided in Article 6 hereof;

In connection with the foregoing conditions the Authority does warrant and represent to the Redeveloper by the execution of this agreement that all necessary action and approvals required by Chapter 121 of the Massachusetts General Laws have been procured by it from the Boston City Council and the State Housing Board except the actual transfer of funds to it pursuant to the Co-Operation Agreement between the City and the Authority (and except such approval as may be required by the State Housing Board and the Boston City Council, if necessary, in connection with the approval and formation of the Chapter 121A Corporation that shall be caused to be organized by the Redeveloper, it being understood that procurement of approval of the formation of the Chapter 121A Corporation shall be the obligation of the Redeveloper and not the Authority).

ARTICLE 3

Promptly after (i) the Redeveloper has given notice as provided in Article 2 that the charter of the 121A Corporation has been issued and the commitments referred to in said Article 2 have been obtained, (ii) the Authority has received the necessary funds for the performance of this agreement by it then the Authority shall use due diligence to take the Project Area by eminent domain and thereafter to clear and prepare it for the purposes of the Redevelopment thereof in accordance with the terms of the Redevelopment Plan. In any event, such taking shall be completed within two (2) years after all the events designated in (i) and (ii) of this Article have occurred and such clearing and preparation of the premises described in Schedule C shall be completed within said two (2) year period.

The clearance and preparation of the Project Area referred to above shall consist of the performance by the Authority or by the City of all demolition, clearance and street and utility work substantially as outlined in the Redevelopment Plan and shall include, without limitation, the following:

(a) The demolition and removal to grade of all existing buildings, structures and obstructions on the Project Area and the removal of any debris resulting from such demolition;

(b) The removal of all paving, sidewalks, curbs, gutters and utility lines, facilities and related equipment within or on the Project Area which are to be eliminated or removed pursuant to the Redevelopment Plan;

(c) Such filling, roughgrading and leveling of the land (but not including filling with topsoil or landscaping) as shall be necessary to make it ready for construction of the improvements to be made thereon by the Redeveloper, it being intended that such filling, roughgrading and leveling shall conform generally to the respective surface elevations of the land prior to the demolition of the buildings and structures thereon.

The Authority shall, without expense to the Redeveloper or public

assessment by the Authority or by the City against the Project Area, and prior to the completion of the improvements as provided in Article 4, provide for or cause the City to provide for:

(a) the vacating of present streets, alleys and other public rights of way and the dedication of new streets and other public rights of way in or abutting the Project Area in accordance with the Redevelopment Plan,

(b) the paving and improving in accordance with the usual technical specifications and standards of the City of such public streets (including the installation of gutters, curbs, catch basins and street lighting) and sidewalks as are to be provided pursuant to the Redevelopment Plan, and

(c) the installation and relocation of such drains and sewer and water mains (exclusive in each case of service lines between such mains and lines and the building to be constructed by the Redeveloper) as are to be installed or relocated pursuant to the Redevelopment Plan.

Promptly after the completion of the taking of the Project Area and the clearance and the preparation of the premises described in Schedule C, the Authority shall give written notice thereof to the Redeveloper and promptly after construction shall have commenced on Parcel 1 of the Project Area the Authority shall give like written notice to the Redeveloper.

The Authority agrees to defend, save harmless and indemnify the Redeveloper from all claims arising on account of any injury or damage to any person or property which occurs on any portion of the Project Area that has been taken by the Authority pursuant to the provisions of this Article 3, or on the sidewalks and ways adjacent to such portion, provided such injury or damage occurs prior to the time when such portion is leased pursuant to the provisions of this Agreement.

If the Authority shall for any reason have failed to take the Project Area or to clear and prepare the leased premises as provided above, or construction shall not have commenced on Parcel 1 of the Project Area as above referred to then the Redeveloper may elect to cancel this Agreement by giving written notice to the Authority within twenty (20) days after the occurrence of such failure, and in such event the security deposit made here-

under by the Redeveloper shall be forthwith returned, the Redeveloper shall be under no further liability hereunder and, provided that it has used due diligence to perform its obligations hereunder, the Authority shall be under no further liability hereunder.

ARTICLE 4

Construction of Improvements

Subject to the foregoing provisions of this Agreement the Redeveloper agrees to construct, or to cause the 121A Corporation to construct, upon the premises described in Schedule C a "high rise" type of apartment building containing approximately 270 dwelling units in accordance with the preliminary plans thereof to be submitted to the Authority for approval at the time of the execution of the lease, and the Authority agrees not to unreasonably withhold such approval provided such plans are substantially in conformity with the building plans as approved by the Authority for Parcel 1 of the Project Area. The redeveloper and/or the 121A Corporation shall have the right to select a general contractor for the construction of said apartment building and all subcontractors, but before any construction work is undertaken, the Redeveloper and/or the 121A Corporation shall deliver to the Authority a payment and performance bond in such an amount as may be required by the Construction Mortgagee, or the Federal Housing Administration, or the permanent First Mortgagee, and a surety company bond in such amount and in such form as has been approved by the Construction Mortgagee, the Federal Housing Administration, or the permanent First Mortgagee shall be considered acceptable to the Authority, provided, however, such bond shall run in favor of the Authority as well as the Redeveloper and/or the 121A Corporation organized by it and any lending institution financing the construction, and the Federal Housing Administration, and the Federal Housing Commissioner, if such financing is insured by any Federal Governmental Agency.

Construction work by the Redeveloper and/or the 121A Corporation shall begin within one (1) year after the lease of the premises described in Schedule C has been delivered pursuant to the provisions of Article I. However, in no event shall the Redeveloper be obligated to commence construction until actual construction has commenced on Parcel 1 of the Project Area. The construction by the Redeveloper shall be complete not later than twenty-four (24) months after it has commenced, or, if the construction is financed by a loan insured by the Federal Housing Administration, within such other time (later or earlier than said twenty-four (24) month period) as is specified in the applicable building loan agreement approved by the Federal Housing Administration. In any event, however, the time for beginning of construction and for completion shall be extended for such period as shall be equal to the period of any delay resulting from causes not due to fault or neglect of the Redeveloper, including, but not limited to, the following; strikes or other labor disputes, shortages of materials not within the control of the Redeveloper, acts of God or public enemy, fires, floods and weather of unusual severity, such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

In the event of any delays not the result of the direct fault or neglect or caused through circumstances out of the control of the Redeveloper or the Authority which delays exceed a period in excess of six (6) months and the event causing such delay has occurred prior to the date that the Redeveloper is obliged to commence construction then the Redeveloper or the Authority shall have the right and option to cancel and terminate this agreement without either party being considered in default upon the giving of thirty (30) days written notice of intention to do so, provided, however, if such notice shall have been given by the Authority to the Redeveloper and the Redeveloper commences construction within the thirty (30) day notice period then the notice to cancel shall no longer be of any effect.

ARTICLE 5

Anti-Speculation and Assignment Provisions

The Redeveloper represents and covenants and agrees that its undertakings pursuant to this agreement will be used for the purpose of development of the Project Area in accordance with the Redevelopment Plan and not for speculation in land holding. The Redeveloper further recognizes that the qualifications and identity of the Redeveloper and of the 121A corporation are of particular concern to the community and the Authority. The Redeveloper further acknowledges that the Authority has taken such qualifications and identity into account before entering into this agreement with the Redeveloper.

For the foregoing reasons, the Redeveloper represents and agrees:

(a) That prior to the performance of this agreement by the Redeveloper there shall be no voluntary transfer of this agreement except to the 121A Corporation, the identity of which is herein disclosed and referred to.

(b) The 121A Corporation which shall be organized to execute the Lease shall consist of the following named persons who shall own all the authorized stock of the 121A Corporation:

John J. Curtin, 47 Magnus^{AVE.}, Wellesley, Massachusetts

Herbert B. Kerr, 19 Puritan Road, Swampscott, Massachusetts

Frederick J. Mahony, 28 Bristol Road, Newton, Massachusetts

Sabestino Volpe, 1054 Liberty Street, Braintree, Massachusetts

Lillian K. Drescher, 12 Crest Road, Hull, Massachusetts

Harry D. Barr, 33 Dwight Street, Brookline, Massachusetts

or their executors or administrators.

(c) That except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Redeveloper

to perform its obligations under this Agreement, except as herein stated, the Redeveloper has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment or transfer in any other mode or form, of or with respect to this Agreement or any interest therein, or any agreement to do any of the same, without the prior written approval of the Authority which the Authority in its sole discretion may withhold.

ARTICLE 6

The Redeveloper agrees to deposit with the Authority a surety company bond in the penal sum of Five thousand (\$5, 000.) Dollars such bond to be delivered to the Authority simultaneously with the execution of the within Agreement. Said bond to be held by the Authority and to be applied by the Authority or returned to the Redeveloper as provided in this Agreement.

If the Redeveloper shall deliver the payment and performance bond referred to in Article 4 hereof, the Authority shall forthwith return to the Redeveloper the Five thousand (\$5, 000.) Dollar surety bond held by it hereunder.

If the Redeveloper shall default in the performance of any of its obligations hereunder, prior to the time when it delivers or becomes obliged to deliver the payment and performance bond referred to in Article 4 hereof, and within thirty (30) days after written notice from the Authority of such default has not cured the same or used due diligence to cure the same if such default cannot be reasonably cured within said thirty (30) day period, the Authority may at any time thereafter terminate this Agreement by written notice to the Redeveloper and upon such termination the Authority shall retain the proceeds of such Five thousand (\$5, 000.) Dollar surety bond made hereunder as liquidated damages for such default and termination.

The Authority in any event agrees to look only to the rights above given to it in the said Five thousand (\$5, 000.) Dollar surety bond for the satisfaction of all obligations of the Redeveloper hereunder.

ARTICLE 7

Notices

All notice hereunder shall be in writing and deemed to be duly given if mailed by registered mail, return receipt requested and addressed in the case of the Authority to it at 73 Tremont Street, Boston, Massachusetts, and in the case of the Redeveloper to it c/o Melvin Newman, Esquire, Suite #26 233 Harvard Street, Brookline 46, Massachusetts, or to such other address in respect to either party as that party may from time to time designate by written notice given to the other as herein provided.

ARTICLE 8

Time of the Essence

The parties agree that time is of the essence of all the provisions hereof.

EXECUTED as a sealed instrument in duplicate the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

By *Joseph A. Lund*

Chairman

LEATHERBEE & CO.

By *Julian Cohen*

Julian Cohen, Partner

Norfolk ss.

*Brookline, Mass.
June 7, 1960*

Then personally appeared before me the above named Julian Cohen and acknowledged the foregoing instrument to be his free act and deed.

*Melvin Newman
Notary Public
Com Exp 10/22/60*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 8, 1960

Then personally appeared the above-named Joseph W. Lund
and acknowledged the foregoing instrument to be his free act and deed
and the free act and deed of Boston Redevelopment Authority, before me

Thomas F. Hanley
Notary Public
My commission expires: *March 1962*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 7 1960

Then personally appeared the above-named Julian Cohen and
acknowledged the foregoing instrument to be his free act and deed and the
free act and deed of Leatherbee & Co., before me

Julian Cohen
Notary Public
My commission expires: *10/22/60*

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following vote is a true and correct copy of the vote as finally adopted at a meeting of the Authority held on the 1st day of June, 1960, and duly recorded in this office.

VOTED: to authorize the Chairman to execute the Agreements to Lease with Thomas O'Connor & Co., Inc. and Julian Cohen, d/b/a under firm name and style of Leatherbee & Co. for the second and third sections of the Whitney Project.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Agreement to Lease to which this Vote is attached is in substantially the form as those presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and the certificate is hereby executed under such official seal.

(6) That Joseph W. Lund is the Chairman of said Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this
7th day of June 1960.

BOSTON REDEVELOPMENT AUTHORITY

By Klaus Furman

SCHEDULE A

December, 1958
revised August, 1959

BOSTON REDEVELOPMENT AUTHORITY Boston, Massachusetts

LAND ASSEMBLY AND REDEVELOPMENT PLAN For The WHITNEY REDEVELOPMENT AREA

A Plan for the Assembly and Redevelopment of Land in the Whitney Redevelopment Area (hereinafter referred to as "Project Area") by the Boston Redevelopment Authority (hereinafter referred to as the "Authority") in accordance with Chapter 121, General Laws of Massachusetts:

A. Boundaries of Project Area.

That certain tract of land, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts which is bounded and described as follows:

Beginning at the southeasterly corner of the tract herein described, said corner being the point of intersection of the northerly line of Tremont Street and the westerly line of St. Alphonsus Street;

thence running in a northeasterly direction one thousand forty-five (1,045) feet, more or less, along said westerly line of St. Alphonsus Street to the point of intersection of said line with the southerly line of Longwood Avenue;

thence turning an angle and running in a northwesterly direction one hundred thirty-five (135) feet, more or less, along said southerly line of Longwood Avenue to the point of intersection of said line with the southerly line of Huntington Avenue;

thence turning an angle and running in a southwesterly direction three hundred thirty-two (332) feet, more or less, along said southerly line of Huntington Avenue to land now or formerly of G. and B. Swartz;

thence turning an angle and running in a southeasterly direction three hundred seventy-nine (379) feet, more or less, along said northerly line of Tremont Street to the point of beginning.

Statement of Findings.

The Project Area is a decadent area within the definition of Chapter 121, General Laws of Massachusetts, as determined in a survey by the Authority and as evidenced by the following:

1. The Project Area substantially impairs and arrests the sound development of its district and retards the provision of housing accommodations because

a. Eleven (11) residential structures, containing fifty-one (51) dwelling units have been torn down in the City's demolition program of abandoned and uninhabitable buildings. These have not been replaced and it is improbable that they will be replaced under existing conditions which are characterized by additional abandoned structures, a high degree of vacancies, an excessive need for major repairs, a low level of building maintenance, small lots in multiple ownerships, and a low degree of owner occupancy.

b. Two (2) structures containing six dwelling units, stand open to the elements and abandoned, causing a hazardous blighting and infesting influence on surrounding buildings.

c. Forty-nine (49) dwelling units are vacant inhabitable structures, comprising fourteen (14) percent of the total dwelling units in the Project Area, as compared with a city-wide vacancy ratio of two and half (2.5%) percent and a vacancy ratio in the entire Roxbury Crossing district of four and six-tenths (4.6%) percent as estimated in a 1958 Federal Housing Administration survey. This must also be compared with only 5 vacancies in the Project Area in the 1950 Census. In total the Area has had^a net reduction of one hundred one (101) occupied dwelling units since 1950. Such a high degree of vacancy evidences the extreme decline of the Area, and since this does not encourage building maintenance it invites a continued movement away from the Area.

by a total of \$35,650 in City tax and demolition liens.

e. Only seven (7%) percent of the occupied dwelling units are owner-occupied, compared with nine (9%) percent in 1950, and a city-wide average of twenty-four (24%) percent in 1950.

2. Structures in the Project Area are out of repair, physically deteriorated, unfit for human habitation, and in need of major maintenance or repair, as evidenced by the following conditions:

a. Sixty-one (61) out of eighty-seven (87) residential structures, or seventy (70%) percent are in need of major repairs.

b. Thirty-two (32) structures appear to be out of plumb or have foundations, walls and sills which are badly cracked.

c. Fifteen (15) dwelling units reported rodent infestation.

3. The Project Area is characterized by overcrowding, faulty arrangement or design, and excessive land coverage, all contributing to the decline of the Project Area as a residential neighborhood and preventing its sound development for such purposes unless redeveloped in accordance with this Plan:

a. Ninety (90%) percent of the residential structures are separated by a distance of eight (8) feet or less on at least one (1) side; fifty (50%) percent of the structures are separated by a distance of eight (8) feet or less on both sides; sixty-one (61%)^{percent} are separated by five (5) feet or less on at least one (1) side; all evidencing the overcrowding of the land and the resultant lack of light, air, and open space. Twenty (20%) percent of all residential structures cover at least eighty (80%) percent of their lots and sixteen (16%) percent of the structures cover at least ninety (90%) percent of their lots, compared to the present zoning requirement of a maximum seventy (70%) percent coverage.

b. Eighteen (18) lots, of which none is larger than thirty-five hundred (3500) square feet, and which comprise twenty-three (23%) percent of the total, contain two (2) residential structures, one (1) of which does not front on a street. Rear-lot structures account for fifty-four (54) dwelling units or sixteen (16%) percent of the Project Area.

C. Relationship of Plan to Definite Community Objectives.

Definite community objectives for Boston have been stated in various publications and proposals of the Boston City Planning Board, all directed toward the formulation of a General Plan for the City.

1. The General Plan for Boston, Preliminary Report, 1950, designates the Project Area as being in need of redevelopment for residential use.

2. This Preliminary Plan recommends for the generalized area which includes the Project Area, a high medium residential density with a range of 21.1 to 40.0 dwelling units per acre. The Preliminary Plan points out, however, that each generalized area "may include some sections and zoning districts above or below the range", and that "high medium areas would consist largely of two and three-story apartments, and high density areas of taller apartments". The maximum density proposed for the Project Area is approximately 130 dwelling units per acre, which would tend to encourage a high density development characterized by a few tall buildings with low land coverage.

This same approach was taken in the Planning Board's preliminary report on the rezoning studies for the City (Zoning Policies for Boston, December 1953), which states, "Floor area ratios for all types of building should be so set as to require lower maximum densities at further distances from the City Center, with a few possible exceptions at outer subcenters where high levels of accessibility justify high densities over relatively small areas." The Project Area is such an instance of high accessibility, combined with a demonstrated need to serve the vital research, hospital and educational facilities in this section of the City.

3. The controls and regulations set forth in this Redevelopment Plan conform to the Proposed Zoning Regulations for the City of Boston, May 1958.

4. Improvement of traffic will be achieved through this Redevelopment Plan by the realignment of St. Alphonsus Street with Longwood Avenue; by the widening of St. Alphonsus Street as part of a long-range plan to create a significant and safe approach to the Parker Hill Hospitals; by the closing within the

Project Area of several minor streets; and by the provision of off-street parking to serve the new development.

5. In summary, this Redevelopment Plan is in accord with stated objectives of published elements of a General Plan for Boston, and seeks to implement those objectives, first by the redevelopment of a decadent area for residential purposes; and second, by the establishment of controls and street improvements which would result in a desirable pattern of land use.

D. Controls and Regulations.

All land in the Project Area should be conveyed by the Authority in accordance with the controls and regulations set forth below and with the Project Area Plan. The only uses for which Project area land may be thus conveyed are for street purposes and for the construction of residential buildings.

1. The maximum number of dwelling units in the Project Area shall not exceed eight hundred (800), except as provided in paragraph 3, below.

2. Each parcel sold for residential purposes shall contain a minimum area equal to at least one-third ($1/3$) the gross floor area of the residential building or buildings proposed to be constructed thereon; gross floor area is defined as the sum of the areas of all floors of all such buildings, as measured by the exterior faces of their walls, excluding areas within such buildings devoted to garaging of automobiles and basement areas devoted exclusively to uses accessory to the operation of the building.

3. In the event the Project Area is sold in several parcels for residential purposes and the last parcel remaining to be sold will, by the use of the formula in paragraph 2 above, result in a number of dwelling units or a building size which is shown to the Authority to be uneconomic of construction, the Authority may, with Planning Board approval, authorize an increase in the maximum number of dwelling units prescribed in paragraph 1 above, to the extent of 10%, subject to the requirements of paragraphs 4, 5, and 6 below.

4. The maximum ground coverage by any building on any parcel, or by all buildings in the Project Area, shall not exceed 15% of such parcel or the Project Area. The maximum height shall not exceed one hundred fifty-five (155) feet.

5. Within the requirements of paragraph 4 above, a minimum of one hundred (100) square feet per dwelling unit shall be provided in usable and landscaped open space defined as follows:

a. Where such space is provided on the ground, it shall be devoted entirely to active or passive recreation, pedestrian circulation or planting areas, and except for such areas which are devoted to active recreation or walks, shall be planted and maintained in grass or other landscaping materials. Such space shall not include median strips between parking bays, however landscaped, nor shall it include any area devoted to vehicular circulation.

b. All or part of the minimum usable open space requirement specified above in this paragraph may be met by suitably designed and accessible space on the balconies or roofs of any buildings constructed in the Project Area. In such event, the ground space thus offset may be used for additional off-street parking, or for usable open space in conformance with this paragraph.

6. Paved off-street parking areas for use by residents of the Project Area shall be provided in a minimum ratio of seven (7) parking spaces for each ten (10) dwelling units to be constructed. Such parking areas shall be constructed with convenient access to public rights-of-way, and perpendicular thereto. No parking space shall have direct access to or from a public right-of-way.

7. No structure in the Project Area shall be located closer than sixty (60) feet from the center line of any street, or forty (40) feet from any property line, or fifty (50) feet from any other structure whether in or outside of the Project Area.

8. The Authority shall obligate redevelopers and their successors and assigns to the following:

a. To devote the land to the uses specified in the Redevelopment Plan for said land.

b. To begin the building of improvements within a reasonable time, subject to provisions under which the Authority may retake title to and possession of property sold in the event of a default by a purchaser.

c. To give preference in the selection of tenants for dwelling units built in the Project Area to families displaced therefrom because of clearance and redevelopment activities, who desire to live in such dwelling units and who will be able to pay

rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment.

d. To comply with such other conditions as are necessary to carry out the purposes of the Massachusetts Housing Authority Law, or any requirements of the Massachusetts State Housing Board and of any federal legislation under which loans, grants or contributions have been made or agreed to be made to meet a part of the cost of the Project.

e. To comply with such terms and conditions relating to the use and maintenance of such real property as in the opinion of the Authority are necessary to carry out the provisions of the Redevelopment Plan.

f. To comply with such terms and conditions specified by the Authority which will prevent holding of land for speculative purposes.

g. To submit to the Boston Redevelopment Authority for its approval of architectural, building and landscaping plans and specifications as well as any other information as the Authority may request in order to insure the conformance of such plans with the provisions of the Redevelopment Plan.

h. No building or structure shall be erected, reconstructed, enlarged or moved for any use other than that which is permitted herein, nor shall any building or structure be erected, reconstructed, enlarged, altered, or moved in such a manner as to violate any of the regulations and controls specified herein. Any change in character of occupancy or use of any structure or land within the duration of this Redevelopment Plan shall require prior approval by the Boston Redevelopment Authority.

i. The construction of buildings shall conform to the regulations set forth in the Building Code of the City of Boston as in effect from time to time.

j. The Authority will not itself effect or execute, and will adopt effective measures to assure that there is not effected or executed by any purchaser or lessee from it (or any successors in interest of any such purchaser or lessee), any covenant, agreement, lease, conveyance or other instrument whereby land in the Project Area which is disposed of by the Authority is

restricted, either by the Authority or by any such purchaser, lessee,

or any other occupancy thereof.

9. This Redevelopment Plan and all modifications thereto shall remain in force and effect for a period of forty (40) years, beginning on the date of its approval by the City Council. It may be modified at any time from time to time by the Authority with the approval of the Boston City Planning Board, provided, however, that any basic or fundamental modifications in said Plan must be approved by the Boston City Council and, provided further, that if a basic or fundamental modification of said Plan is sought subsequent to the disposition of any land in the project area, then the consent of the purchaser or purchasers, lessee or lessees, of said land must be obtained if such basic or fundamental modification materially affects the parcel or parcels conveyed or leased.

F. Project Acquisition

The Boston Redevelopment Authority shall obtain all approvals necessary for the following:

1. Acquisition and clearance of all land and improvements in the Project Area.
2. Disposition of all land in the Project Area in accordance with the controls and regulations of this Redevelopment Plan.
3. Execution of a cooperation agreement with the City of Boston for the following:
 - a. conveyance of land by the Authority to the City for street improvements, and the undertaking of such improvements by the City.
 - b. financial assistance by the City for the undertaking of the Project.
4. Approval of the Project by the Boston City Planning Board and the Massachusetts State Housing Board in accordance with Chapter 121, General Laws.
5. Approval by the Board of Zoning Adjustment of the changes in zoning necessary to implement the Redevelopment Plan.
6. Approval by the Public Improvement Commission of streets to be abandoned.

G. Method of Relocation.

The method for the relocation of persons living in the Project Area and availability of and the means by which there will be provided dwelling units for such persons substantially equal in

number to the number of dwelling units to be cleared from the Project Areas is as follows:

1. A relocation office will be provided in the Project Area with adequate staff:
 - a. to survey all site occupants in order to determine family composition, income and housing requirements, and
 - b. to survey and inspect available vacancies in privately owned dwelling units, and
 - c. to assist all displaced persons to relocate.
2. There are 291 occupied dwelling units to be cleared in the Project Area. The following indicates the availability of housing to relocate these families.

a. Available public housing:

In operation by the Authority:

PHA Low Rent.....	10,156
*State-aided.....	<u>3,681</u>
	13,837

*Included in the above figure are 468 one-bedroom units which are available for aged persons provided that qualified veterans are not waiting.

The vacancy turnover for 1957 averaged 16.3% or approximately 2250 apartments. Under Chapter 121, General Laws of Massachusetts, Section 26FF, priority in public housing is mandatory to families displaced by slum clearance and redevelopment projects.

For persons or families eligible for public housing, The Boston Redevelopment Authority shall request the Boston Housing Authority to make dwelling units available in projects owned or operated by it. Such persons or families will be given preference for tenancy into all public housing.

- b. Available vacancies in privately owned dwelling units:

For all families of more than one person who are not eligible for public housing, the Authority shall find and make available decent, safe and sanitary privately owned dwelling units at rentals that such families can afford to pay; and

For all single persons ineligible for public housing,

the Authority shall make available addresses of privately owned rooms or dwelling units for their relocation. There is at the present time a sufficient number of available dwelling units in the City of Boston to make it possible to carry out this Relocation Plan.

The Boston Sunday Globe, February 15, 1959, listed 364 available apartment vacancies exclusive of rental agency listings.

The most recent comprehensive survey of vacant dwelling units was undertaken in March 1958 by the United States Post Office Department, under the direction of the Federal Housing Administration. It revealed 5808 vacant dwelling units of a total of 231,861 in the City of Boston, a ratio of 2.5%. This is the same vacancy ratio found by the Bureau of the Census in the 1956 Housing Inventory for the Boston Standard Metropolitan Area. In addition, Section 26LL (c) of General Laws, Chapter 121 under "Obligations to be Imposed on Purchasers and Lessees", states:

"If a housing authority (or redevelopment authority) shall sell or lease any property acquired by it for a land assembly and redevelopment project, the terms of such sales or leases shall obligate the purchasers or lessees...to give preference in the selection of tenants for dwelling units built in the project area to families displaced therefrom because of clearance and redevelopment activity, who desire to live in such dwelling units and who will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment
*****"

BOSTON REDEVELOPMENT AUTHORITY
Whitney Redevelopment Project

FINANCIAL PLAN

and

Summary of Project Costs

Financial Plan

Source of Funds.




The Authority proposes to obtain funds to carry out this project from the City of Boston, pursuant to Section 26 CC, Chapter 121 of the General Laws.

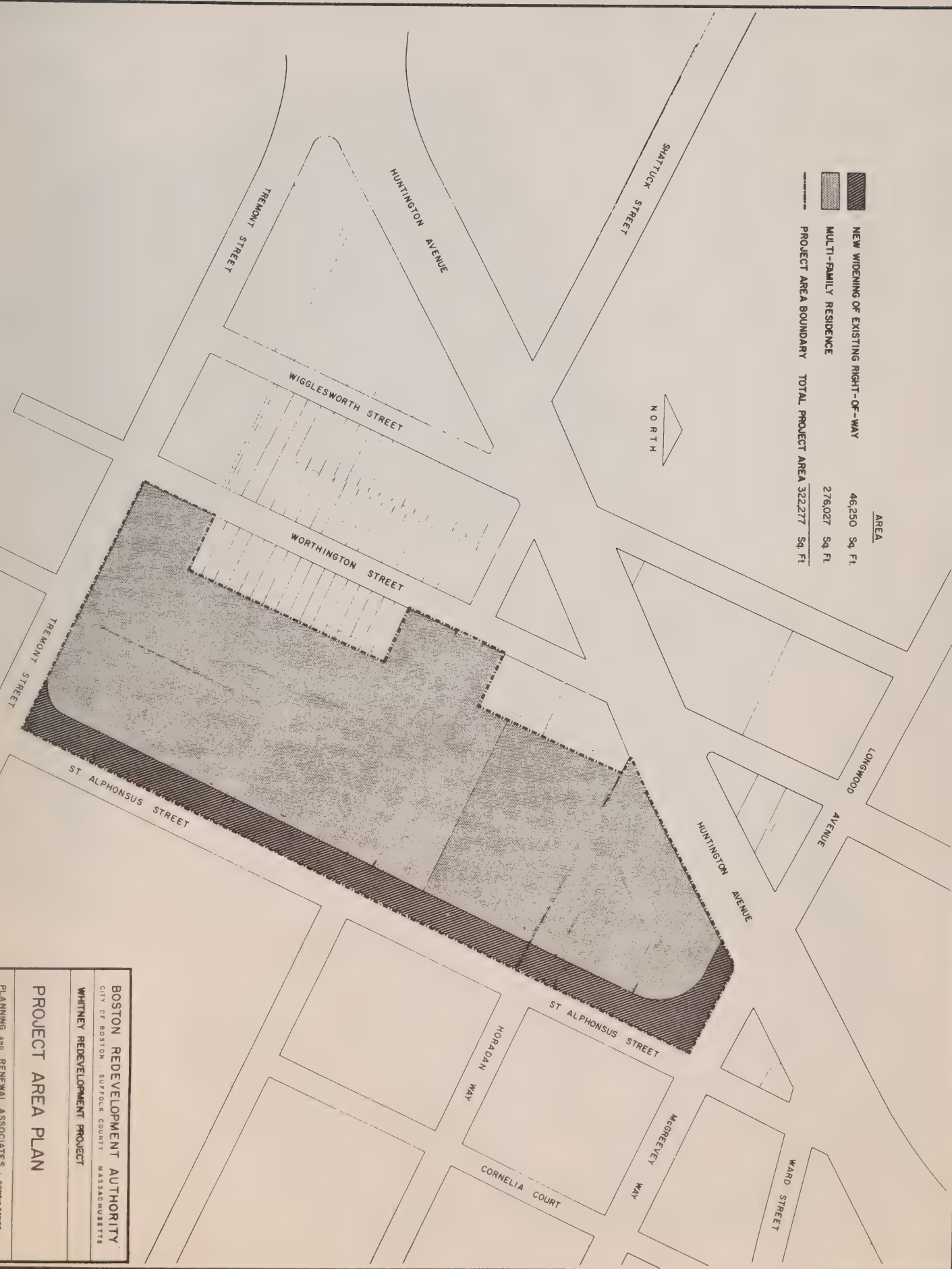
A **Cooperation** Agreement between the City of Boston and the Boston Redevelopment Authority will be required to authorize the transfer of funds to the Authority. The Cooperation Agreement will stipulate the terms and conditions governing the transfer of funds to the Authority, as well as make provisions for transfer to the City of Boston all proceeds from the sale or lease of project land.

Summary of Project Costs

The estimated net project cost of the Whitney Redevelopment Project is as follows:

Planning expenses.....	12,000
Administration.....	40,000
Travel.....	1,000
Publications.....	900
Office Furniture and equipment.....	500
Legal expenses.....	10,000
Acquisition expenses.....	50,500
Temporary Operation of Acquired Property.....	12,825
Relocation Costs.....	13,200
Relocation Payments.....	15,000
Site Clearance.....	105,600
Site Improvements.....	74,000
Disposition Expenses.....	5,000
Contingencies at 10% of above.....	37,000
Real Estate Purchases.....	<u>1,091,000</u>
NET PROJECT COSTS	1,498,525

AREA	
	NEW WIDENING OF EXISTING RIGHT-OF-WAY 46,250 Sq. Ft.
	MULTI-FAMILY RESIDENCE 276,027 Sq. Ft.
	PROJECT AREA BOUNDARY TOTAL PROJECT AREA 322,277 Sq. Ft.



PROJECT AREA PLAN

BOSTON REDEVELOPMENT AUTHORITY
 CITY OF BOSTON - SUFFOLK COUNTY - MASSACHUSETTS
WHITNEY REDEVELOPMENT PROJECT

PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS

DATE: 11/1/73

REVISION

MAP NO. 1

SCALE 1" = 50'

PROJECT AREA BOUNDARY

SHATTUCK STREET

R-80

NORTH

HUNTINGTON AVENUE

WIGGLESWORTH STREET

WORTHINGTON STREET

TRINITY STREET

R-65

L-80

R-65

L-80

TRINITY STREET

ST. ALPHONSUS STREET

L-65

LONGWOOD AVENUE

HUNTINGTON AVENUE

ST. ALPHONSUS STREET

NORADAM WAY

R-65

L-80

B-80

LONGWOOD AVENUE

TRINITY STREET








EXISTING ZONING

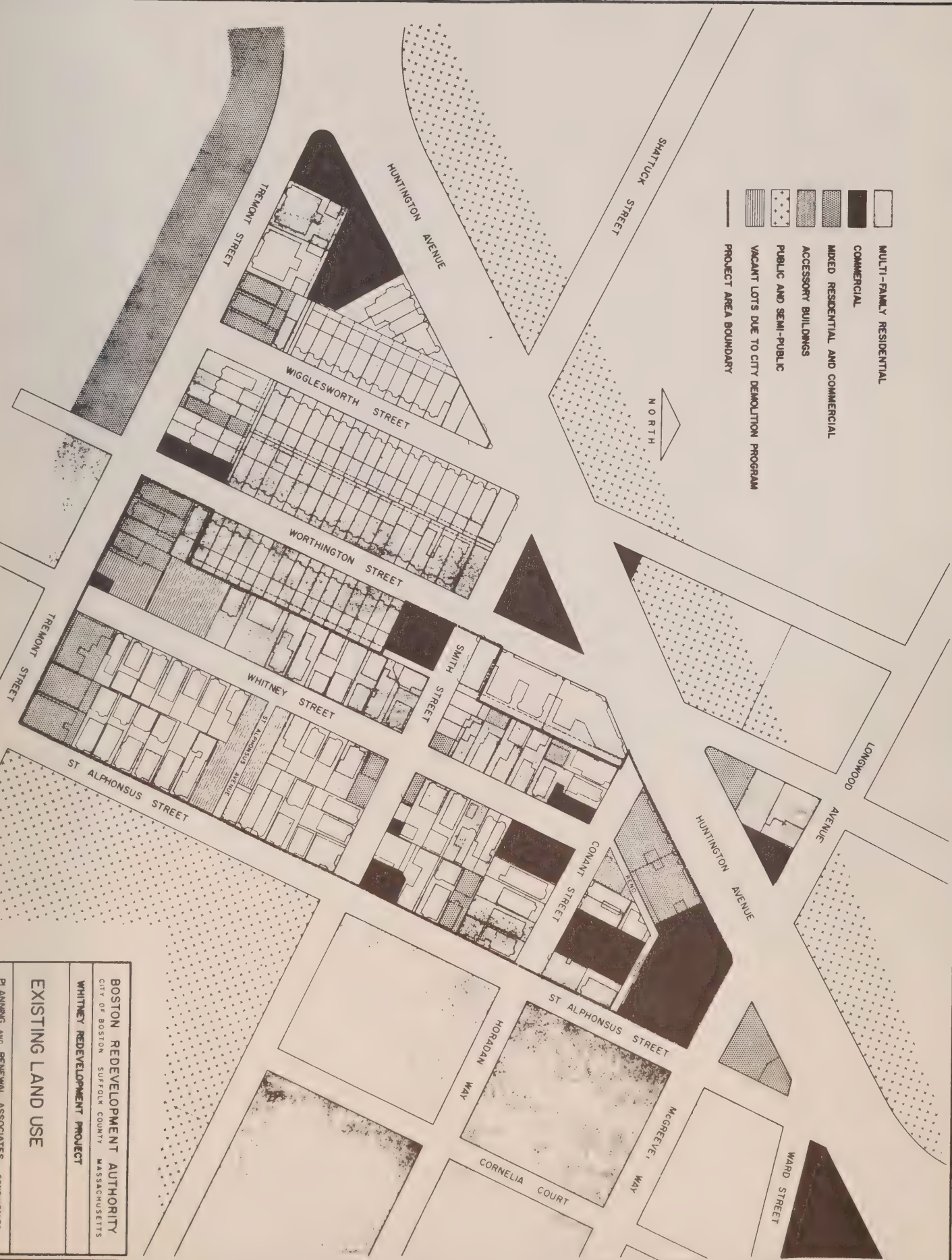
BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON SUFFOLK COUNTY MASSACHUSETTS
WHITNEY REDEVELOPMENT PROJECT

PLANNING AND RENEWAL ASSOCIATES CONSULTANTS
100 STATE STREET BOSTON, MASSACHUSETTS 02109

MAP NO 2

SCALE 1"=50'

-  MULTI-FAMILY RESIDENTIAL
-  COMMERCIAL
-  MIXED RESIDENTIAL AND COMMERCIAL
-  ACCESSORY BUILDINGS
-  PUBLIC AND SEMI-PUBLIC
-  VACANT LOTS DUE TO CITY DEMOLITION PROGRAM
-  PROJECT AREA BOUNDARY



EXISTING LAND USE

BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON SUFFOLK COUNTY MASSACHUSETTS
WHITNEY REDEVELOPMENT PROJECT

PLANNING AND RENEWAL ASSOCIATES CONSULTANTS
CAMBRIDGE MASSACHUSETTS

COMPLETED

APPROVED

REVISED

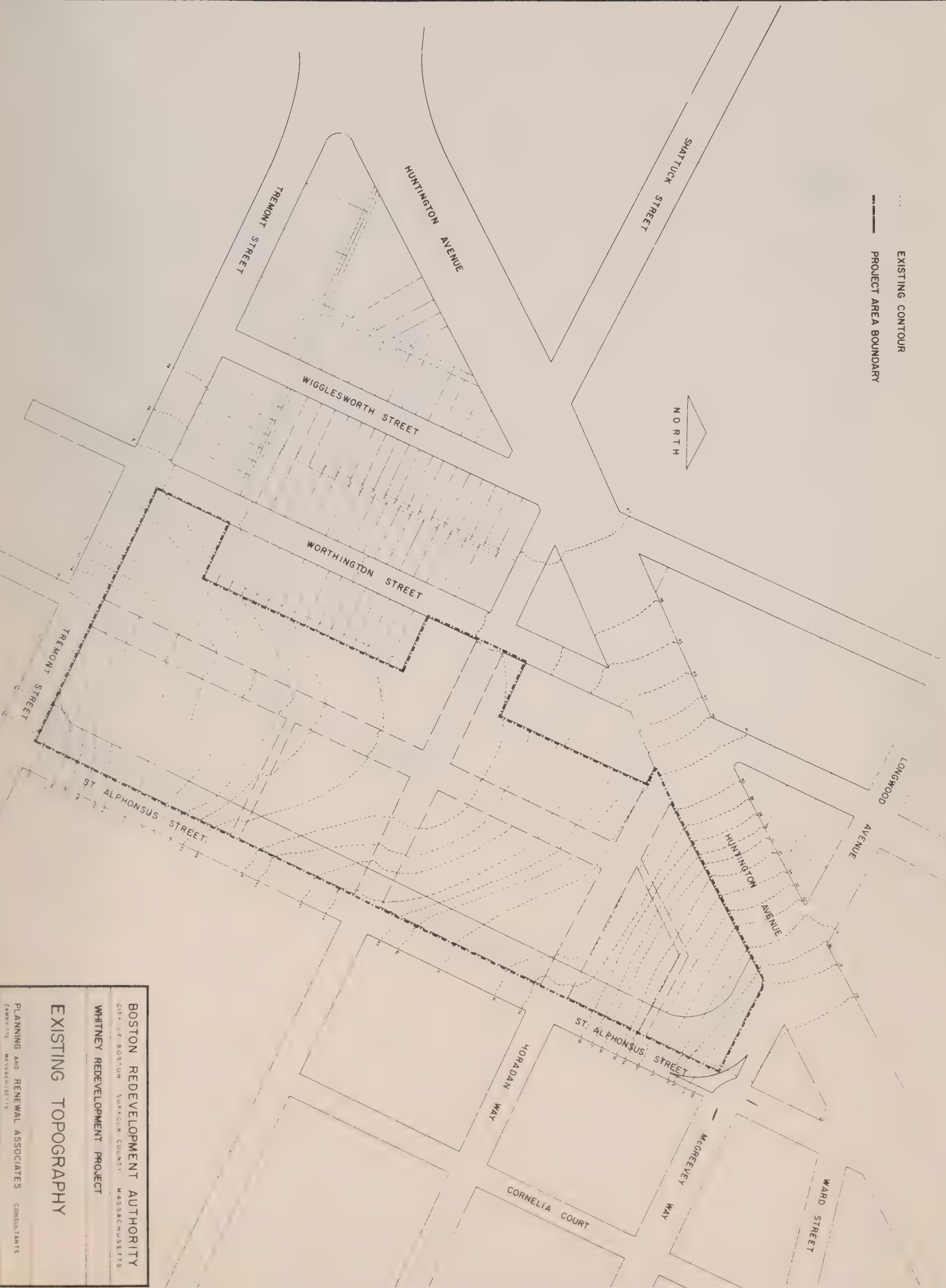
DATE

BY

MAP NO. 3

SCALE 1"=50'

EXISTING CONTOUR
PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON, SUFFOLK COUNTY, MASSACHUSETTS
WHITNEY REDEVELOPMENT PROJECT

EXISTING TOPOGRAPHY

PLANNING AND RENEWAL ASSOCIATES CONSULTANTS
CAMPBELL, MASSACHUSETTS

MAP NO. 4

SCALE 1" = 50'

- EXISTING RIGHT-OF-WAY TO REMAIN
- EXISTING RIGHT-OF-WAY TO BE VACATED
- NEW WIDENING OF EXISTING RIGHT OF WAY
- PROJECT AREA BOUNDARY

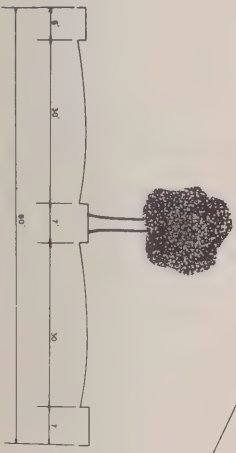


BOSTON REDEVELOPMENT AUTHORITY
 CITY OF BOSTON - SUFFOLK COUNTY - MASSACHUSETTS
WHITNEY REDEVELOPMENT PROJECT

**RIGHT-OF-WAY
 ADJUSTMENTS PLAN**

PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS
 COMPLETER: M.D.D. 12/1/78
 DRAWING NO. 100
 MAP NO. 5
 SCALE 1"=50'

- EXISTING STREET PAVEMENT TO REMAIN
- EXISTING STREET PAVEMENT TO BE REMOVED
- NEW STREET PAVEMENT
- EXISTING SIDEWALK TO REMAIN
- EXISTING SIDEWALK TO BE REMOVED
- NEW SIDEWALK
- CURB LINE
- NEW MEDIAN STRIP
- NEW CHANNELIZATION
- PROJECT AREA BOUNDARY



VERTICAL SCALE: 1"=10'
HORIZONTAL SCALE: 1"=40'

CROSS SECTION OF ST. ALPHONSUS STREET (FLOW=60')



BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON - SUFFOLK COUNTY - MASSACHUSETTS
WHITNEY REDEVELOPMENT PROJECT

STREET IMPROVEMENTS PLAN

PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS
CAMBRIDGE MASSACHUSETTS

COMPLETED 11/16/88
APPROVED
REVISED

MAP NO 6
SCALE 1"=50'

- EXISTING STORM LINE TO REMAIN
 - EXISTING STORM LINE TO BE ABANDONED
 - NEW STORM LINE TO BE INSTALLED
 - EXISTING MANHOLE TO REMAIN
 - EXISTING MANHOLE TO BE REMOVED
 - NEW MANHOLE TO BE INSTALLED
 - CLOSED OFF LINE
 - PROJECT AREA BOUNDARY
 - EXISTING CATCH BASIN TO REMAIN
 - EXISTING CATCH BASIN TO BE ABANDONED
 - NEW CATCH BASIN TO BE INSTALLED
 - NEW SANITARY SEWER CONNECTION
 - EXISTING SANITARY MANHOLE
 - UTILITY EASEMENT TO BE ESTABLISHED
- EXISTING SANITARY SEWER (12" DIA.)
STREET EXISTENCE LOCATION WILL BE ON FINAL ST. PLAN

NORTH



BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS

WHITNEY REDEVELOPMENT PROJECT

PUBLIC UTILITY ADJUSTMENTS
PLAN - STORM SEWERS

PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS
CAMBRIDGE, MASSACHUSETTS

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

DATE: 7/2/78

MAP NO. 7

SCALE: 1" = 50'

- EXISTING SANITARY LINE TO REMAIN
- EXISTING SANITARY LINE TO BE REMOVED
- NEW SANITARY LINE TO BE INSTALLED
- PROJECT AREA BOUNDARY
- EXISTING MANHOLE TO REMAIN
- EXISTING MANHOLE TO BE REMOVED
- BULKHEAD



BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS
WHITNEY REDEVELOPMENT PROJECT

PUBLIC UTILITY ADJUSTMENTS
PLAN-SANITARY SEWERS

PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS
CAMBRIDGE, MASSACHUSETTS
COMPLETED 7/66
APPROVED 7/77
REVISIONS
MAP NO. 8
SCALE 1"=50'

- EXISTING WATER LINE TO REMAIN
- - - EXISTING WATER LINE TO BE ABANDONED
- EXISTING HYDRANT TO REMAIN
- EXISTING HYDRANT TO BE REMOVED
- PROPOSED HYDRANT
- - - PROJECT AREA BOUNDARY
- - - SHUT-OFF VALVE

NORTH



BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON - SUFFOLK COUNTY - MASSACHUSETTS

WHITNEY REDEVELOPMENT PROJECT

PUBLIC UTILITY ADJUSTMENTS
PLAN - WATER SERVICE

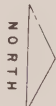
PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS
CAMBRIDGE MASSACHUSETTS

COMPLETED 7/7/78
APPROVED 8/3/78
REVISED

MAP NO. 9

SCALE 1" = 30'

- EXISTING UNDERGROUND CABLE TO REMAIN
- - - EXISTING UNDERGROUND CABLE TO BE REMOVED
- - - EXISTING AERIAL CABLE TO REMAIN
- - - EXISTING AERIAL CABLE TO BE REMOVED
- EXISTING POLE TO REMAIN
- EXISTING POLE TO BE REMOVED
- EXISTING MANHOLE TO REMAIN
- EXISTING MANHOLE TO BE REMOVED
- PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY
 CITY OF BOSTON SUFFOLK COUNTY MASSACHUSETTS
 WHITNEY REDEVELOPMENT PROJECT
 PRIVATE UTILITY ADJUSTMENTS
 PLAN - TELEPHONE
 PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS
 MAP NO 10
 SCALE 1"=50'

- EXISTING MANHOLE TO REMAIN
- EXISTING MANHOLE TO BE REMOVED
- ★ EXISTING STREET LIGHT TO REMAIN
- ✱ EXISTING STREET LIGHT TO BE REMOVED
- NEW STREET LIGHT
- EXISTING DUCT TO REMAIN
- EXISTING DUCT TO BE REMOVED
- EXISTING CONNECTION TO REMAIN
- EXISTING CONNECTION TO BE REMOVED
- NEW CONNECTION
- PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON · SUFFOLK COUNTY · MASSACHUSETTS

WHITNEY REDEVELOPMENT PROJECT

PRIVATE UTILITY ADJUSTMENTS
PLAN - ELECTRIC

PLANNING AND RENEWAL ASSOCIATES · CONSULTANTS
CAMBRIDGE · MASSACHUSETTS

COMPLETED 06.04 11/2/28

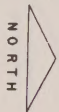
MAP NO. 11

SCALE 1" = 50'

REVISIONS

NO.	DATE	DESCRIPTION
1	06.04	ISSUED FOR PERMITTING

- EXISTING GAS LINE TO REMAIN
- EXISTING GAS LINE TO BE ABANDONED
- - - - - PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON - SUFFOLK COUNTY - MASSACHUSETTS
WHITNEY REDEVELOPMENT PROJECT

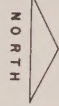
PRIVATE UTILITY ADJUSTMENTS
PLAN - GAS

PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS
CAMBRIDGE MASSACHUSETTS

COMPLETED 11/86
APPROVED 1/1/87

REVISED
MAP NO 12
SCALE 1"=50'

- EXISTING TELEPHONE COMPANY CONDUIT TO REMAIN
- EXISTING POLICE CABLE TO REMAIN
- NEW POLICE CABLE
- EXISTING FIRE CABLE TO REMAIN
- NEW FIRE CABLE
- EXISTING TELEPHONE MANHOLE TO REMAIN
- EXISTING FIRE MANHOLE TO REMAIN
- ▲ EXISTING POLICE BOX TO REMAIN
- ▲ EXISTING POLICE BOX TO BE RELOCATED
- ▲ NEW LOCATION OF POLICE BOX
- ★ EXISTING FIRE ALARM BOX TO REMAIN
- ★ EXISTING FIRE ALARM BOX TO BE RELOCATED
- NEW LOCATION OF FIRE ALARM BOX
- PROJECT AREA BOUNDARY



BOSTON REDEVELOPMENT AUTHORITY
CITY OF BOSTON - SUFFOLK COUNTY - MASSACHUSETTS

WHITNEY REDEVELOPMENT PROJECT

FIRE AND POLICE COMMUNICATIONS PLAN

PLANNING AND RENEWAL ASSOCIATES - CONSULTANTS
CAMBRIDGE, MASSACHUSETTS

COMPLETED 11/8/80 10/11/82

APPROVED _____ MAP NO. 13

REVISION _____

SCALE 1" = 50'

